

Memorandum of Understanding
Article 8 - Appointment

This Memorandum of Understanding is entered into this _____ day of April 2010 between the University of South Florida Board of Trustees ("Board of Trustees") and the United Faculty of Florida ("UFF").

WHEREAS, the UFF is the certified bargaining agent for a unit of employees of the University of South Florida;

WHEREAS, the parties are currently engaged in collective bargaining negotiations;

WHEREAS, the parties desire to implement the changes agreed herein without waiving future rights to bargain with respect to wages, hours and other terms and conditions of employment;

NOW THEREFORE, the parties agree as follows:

8.4 Changes in Appointments and Supplemental Appointments

~~A. B. Change in Appointments.~~ Within thirty (30) calendar days of any changes in appointment terms, including changes in rank or the length of appointments, an employee shall receive an employment document outlining the changes, including all of the provisions listed above.

8.4 Appointments

~~B. A.~~ An employee who has been given an assignment as a department/unit head is generally eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee may be awarded a stipend, dependent on the number of faculty and the complexity of the department/unit.

C. Promotion Raises

1. All ~~tenured~~ employees receiving promotions shall receive a ~~12%~~ **9%** increase to their base salary. In addition, employees promoted to Assistant Professor/Librarian shall receive an additional ~~\$1,500~~ **\$3,000** base increase; employees promoted to Associate Professor/Librarian shall receive an additional ~~\$2,500~~ **\$5,000** base increase; employees promoted to Professor/Librarian shall receive an additional ~~\$3,500~~ **\$7,000** base increase.

~~2. Employees in the non-tenure instructor track who receive promotion to instructor II shall receive a 6% increase to their base salary; employees in the non-tenure track who receive promotion to Instructor III shall receive \$5,000 base increase.~~

32. All promotion raises shall be effective on the first August 7 following the decision of the University to grant promotion. Employees on contracts or grants shall receive

promotion salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

D. Change in Appointments.

1. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent them from being granted.

2. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year appointment to a twelve (12) month appointment. For an employee whose appointment was previously changed at a salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

E. Summer Appointments Policy

1. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

~~2. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes ("the Twelve Hour Law").~~

~~3. Compensation. Faculty teaching during any of the summer terms shall be compensated in the same ratio of salary to assigned FTE compensation received during the regular academic year, but not to exceed \$12,000. For example, if a faculty member were assigned a three contact hour summer course that constituted .25 FTE of the faculty member's time if taught during a semester in the regular academic year and that faculty member's nine-month salary was \$60,000, then the summer compensation for teaching that course would be \$7,500 (quarter of the semester salary of \$30,000 or 12.5% of \$60,000 but not to exceed \$12,000). If a class is enrollment dependent and the minimum enrollment is not achieved, the Faculty scheduled to teach the class may negotiate with the Chair for compensation based on the enrollment but not for less than 10% of the salary. An enrollment dependent class that does not achieve minimum enrollment is otherwise subject to cancellation.~~

~~4. The \$12,000 limit continued in C.3 shall expire on August 6, 2009. All other provisions of C.3 remain in effect.~~

2. Student enrollment caps for a summer school course shall be no

greater than 115% of the cap for the same course offered during the prior academic year.

3. FTE assignment. Summer School FTE is computed at .0833 per credit hour for standard lecture, on-line and laboratory courses regardless of the session in which the course is taught.

4a. Summer School Compensation. Compensation is computed at 12.5% of the faculty member's nine (9) month salary, capped at the level of \$4,000 per credit hour for each course taught. (Examples: A 1 hour credit course is capped at \$4,000 while a 3 hour credit course is capped at \$12,000.)

4b. Compensation for Theses and Dissertation Hours Supervision. Summer school compensation shall be paid to faculty who are instructors of record for students enrolled for masters theses or doctoral dissertation hours. Regardless of the credit hours associated with the students' enrollment, compensation is computed at a rate of \$250 per student, to a maximum of \$2,500. Faculty may allow more students to enroll, but compensation is capped at \$2,500. The stated cap applies regardless of the number of sections of the same numbered course for which the faculty member is the instructor of record. However, the cap applies separately for masters theses or doctoral dissertation hours (e.g., a faculty member could receive \$5,000 for supervising 10 masters theses and 10 doctoral dissertations during the summer). FTE for such courses is computed at a rate of 0.025 FTE per student enrolled, up to a maximum of 0.25 FTE per section.

4c. Independent Study and Directed Reading Courses. During the summer session, supplemental summer appointment is not available for a course with either "independent study," "directed reading," or "directed research" in the title.

4d. A non-grant supplemental summer research assignment shall not exceed three contact hours. Specific contractual agreements as part of offers of employment shall be exempt from this limit if signed by the University and the new employee.

F. Awards and honors. The University may award a one-time bonus no greater than \$2,000 to an employee who has received an award under the jurisdiction of the faculty senate or equivalent faculty governance body for a campus/institution. The University may also award a one-time bonus no greater than \$2,000 to a recipient of the Outstanding Undergraduate Teaching Award, Outstanding Undergraduate Advising Award, or Outstanding Researcher Award. The University may also award a single increase to base salary no greater than \$10,000 to a recipient of the Distinguished University Professor designation. These awards and compensation provisions shall continue during a period of status quo or impasse. All other compensation to honorees and awardees shall be governed by Article 23, Salaries.

UNITED FACULTY OF FLORIDA

USF BOARD OF TRUSTEES

By:

By:

Date _____, 2009

Date _____, 2009